

## Acha Tesyajantorn

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**From:** Jonathan Gentile <jgentile@peerless-inc.com>  
**Sent:** Tuesday, November 19, 2019 12:08 PM  
**To:** CRG Submissions  
**Subject:** [EXTERNAL] Case # 19-23649 Creditor ID 1284890  
**Attachments:** CRG Financial LLC Re Purdue Pharma Chapter 11 PMSC executed.pdf

Please see attached and remit duly executed copy to me as soon as possible.

Regards,

**Jonathan Gentile, CPA**  
**Peerless, Inc.**  
**15 Lawrence Bell Drive**  
**Buffalo, NY 14221**  
**Main: [\(716\) 852-4784](tel:(716)852-4784)**  
**Direct: [\(716\) 566-3558](tel:(716)566-3558)**  
**Fax: [\(716\) 852-5458](tel:(716)852-5458)**





19-23649-shl

CRG Financial LLC  
Bankruptcy Department  
100 Union Avenue  
Cresskill, NJ  
07626

Doc 780

Filed 01/24/20

Pg 2 of 32

Entered 01/24/20 15:09:12

Main Document

TELEPHONE +1 (856) 284-6378  
FAX NUMBER +1 (201) 266-6985  
CRGFINANCIAL.COM

FINANCIAL

ATTENTION: FINANCE DEPARTMENT

**IMMEDIATE ATTENTION REQUIRED**

In Re: Purdue Pharma L.P.

Case #: 19-23649

In the Southern District of New York



CREDITOR ID: 1284890

PEERLESS MILL SUPPLY COMP INC

15 LAWRENCE BELL DR

BUFFALO, NY 14221

**DEADLINE:****WEDNESDAY, NOVEMBER 20, 2019****at 5:00 PM EST**

Dear Sir or Madam,

Purdue Pharma L.P. and its affiliated debtors, including Rhodes, Adlon and Imbrium Therapeutics, Rhodes Technologies, and Avrio Health, remain under Chapter 11 Bankruptcy protection in the Southern District of New York, lead case no. 19-23649. According to the debtor's filings, your company is still owed money.

CRG Financial LLC (CRG) is a leading source of funds for creditors holding claims against bankrupt entities, and is currently interested in acquiring outstanding debt which you remain owed by Purdue Pharma L.P. and/or its affiliated debtors:

<b>Administrative Claims</b> (for <u>goods</u> delivered between August 26, 2019 and September 14, 2019)	<b>70%</b>
<b>All Other Claims</b>	<b>10%</b>

**To proceed:**

Sign/complete and return all 3 pages, along with documentation/i.e. copies of unpaid invoices which substantiate your unpaid receivable.

Send completed forms to: **email: [submissions@crgfinancial.com](mailto:submissions@crgfinancial.com)**

**fax: +1 (201) 266-6985** or mailed to the address provided above

Payment will be issued immediately upon satisfactory completion of CRG's internal due diligence process.

IF YOU HAVE ANY QUESTIONS OR NEED HELP, PLEASE CALL:

**+1 (856) 284-6378**

Valid only on a first come first served basis and will expire at **5:00 PM (EST) on Wednesday, November 20, 2019.**

***Allocation for this case is limited, so please do not delay.***

Sincerely,

Gary Del Moro

This letter and any and all documents or communications sent by CRG Financial LLC ("CRG") are non-binding indications of interest until a written contract is duly executed by all parties. CRG reserves the right to refuse to purchase any claim, at its sole discretion and for any reason, without further notice or obligation. CRG is an independent financial firm not affiliated with or hired by the Debtor or the Bankruptcy Court. Any discrepancies regarding any of the foregoing shall be governed by the laws of New Jersey.

Assignment of Claim. PEERLESS MILL SUPPLY COMP INC (hereinafter "Seller"), with a principal address of 15 LAWRENCE BELL DR, BUFFALO, NY 14221 for good and valuable consideration as described herein, does hereby absolutely and unconditionally sell, convey, and transfer to CRG Financial LLC, and any of its successors, assigns or designees (hereinafter "Purchaser"), all of Seller's right, title, benefit, interest, claims and causes of action in and to, or arising under or in connection with, Seller's claim(s) for either or both:

- (1) goods delivered within 20 days of the bankruptcy filing, i.e., between August 26, 2019 and September 14, 2019 (the "Administrative Claim"); and/or
- (2) all other goods and/or services provided (the "Unsecured Claim," and, collectively with the Administrative Claim, the "Claim")

against Purdue Pharma L.P. or any of its co-debtor subsidiaries or affiliates (collectively, the "Debtor"), in bankruptcy proceedings in the United States Bankruptcy Court for the Southern District of New York (the "Court"), Case No. 19-23649 (the "Case"); and includes any Proof of Claim (defined below), along with voting and any other rights and benefits which may now exist, or come into existence, in regards to the Claim, all cash, securities, instruments and other property, to be paid or issued by Debtor or any other party, directly or indirectly, in connection with and/or in satisfaction of the Claim, including, without limitation, "cure" amounts related to the assumption of an executory contract and any rights to receive payment in respect thereof, and all rights to receive interest, penalties, fees, and any damages from any cause of action, litigation or rights of any nature against Debtor, its affiliates, any guarantor or other third party, which may be paid or issued with respect to and/or in satisfaction of the Claim (the "Recovery"). This Claim Purchase Agreement (the "Agreement") shall be deemed an unconditional purchase of the Claim for the purpose of collection and shall not be deemed to create a security interest. In consideration for the purchase of the Claim, Purchaser shall pay to Seller (i) the product of the amount of any Administrative Claim (as evidenced by supporting documents provided by Seller) multiplied by 70%, plus; (ii) the product of the amount of any Unsecured Claim (as evidenced by supporting documents provided by Seller) multiplied by 10% (together, the "Purchase Price").

Proof of Claim. Seller represents and warrants that a copy of any and all Proofs of Claim that they have filed shall be provided to Purchaser. The term "Proof of Claim" shall include: (a) any and all multiple Proofs of Claim timely filed by or on behalf of Seller in respect of the Claim, and (b) any and all of Seller's documentation supporting the Claim.

Representations, Warranties and Covenants. Seller represents, warrants and covenants that, (a) the Administrative Claim, if any, was incurred with respect to goods delivered to the Debtor between 08/26/2019 and 09/14/2019; (b) Seller owns and has sole title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, including, without limitation, pursuant to any factoring agreement, and upon the sale of the Claim to Purchaser, Purchaser will receive good title to the Claim; (c) Seller has not previously sold, assigned, transferred, or pledged the Claim, in whole or in part, to any third party and neither Seller, nor any other third party, has received any payment or other distribution, in full or partial satisfaction of, or in connection with, the Claim; (d) the basis for the Claim is amounts validly due from and owing by the Debtor; (e) the Claim is a valid, undisputed, liquidated, enforceable, and non-contingent claim against the Debtor for which the Debtor has no defenses and no objection to the Claim has been filed, listed on the Debtor's schedule of liability or any amendment thereto (collectively, the "Schedules"), or threatened; (f) Seller has not engaged in any acts, conduct or omissions that might result in Purchaser receiving, in respect of the Claim, less payments or distributions or any less favorable treatment than other similarly situated creditors; (g) Debtor, or any other third party, has no basis to assert the Claim is subject to any defense, claim or right of setoff, reduction, impairment, disallowance, subordination or avoidance, including preference actions, whether on contractual, legal or equitable grounds; (h) Seller has not filed a reclamation claim with respect to the goods related to the Claim or, if Seller has filed a reclamation claim related to such goods, Seller has withdrawn the reclamation claim prior to entering into this Agreement; (i) Seller is not "insolvent" within the meaning of Section 1-201 (23) of the Uniform Commercial Code or Section 101 (32) of the Bankruptcy Code; and (j) Seller is not an "insider" of the Debtor, as set forth in § 101(31) of the Bankruptcy Code, or a member of any official or unofficial committee in connection with the Case. Seller acknowledges and unconditionally agrees any misrepresentation or breach by Seller may cause Purchaser irreparable harm and accordingly, Purchaser shall be entitled to all available remedies for any such misrepresentation, breach or threatened breach, including but not limited to the immediate recovery of money damages ("Restitution") including, without limitation, a "Restitution Payment", as further defined below plus reasonable attorney's fees and costs.

Seller is aware that the Purchase Price may differ from the amount ultimately distributed in the Case with respect to the Claim. Seller acknowledges that, except as set forth herein, neither Purchaser nor any agent or representative of Purchaser has made any representation whatsoever to Seller regarding the status of the Case, the condition of Debtor or any other matter relating to the Case, the Debtor or the Claim. Seller represents that it has adequate information concerning the Case to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Purchaser, and based on such information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement.

Execution of Agreement. This Agreement shall become effective and valid when (a) Seller executes this Agreement and it is received by Purchaser and (b) the Agreement is executed by an authorized representative of Purchaser.

and (c) Purchaser delivers payment in full to Seller. 307

Consent and Waiver. Seller hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objections and/or to receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure.

Claim or Recovery Impaired or Allowed for an Amount Less than Amount of Claim. Purchaser assumes all risks with respect to the amount of Recovery, even if the Recovery is less than the Purchase Price. Notwithstanding the foregoing, to the extent that (i) the Claim (as bought and paid for by Purchaser) is impaired for any reason, including, without limitation, disallowance, reduction of either the Administrative Claim or the Unsecured Claim, subordination, objection, offset, demand for repayment as a preference, or due to a breach of this Agreement, (ii) the Administrative Claim, if any, is reclassified as something other than an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9), and/or (iii) the Claim is listed on any Schedules or amendments thereto as unliquidated, contingent or disputed, or in a lesser amount than the amount of the Claim, Seller agrees to make to Purchaser immediate proportional Restitution and repayment of the Purchase Price (the "Restitution Payment"), together with interest at the rate of one percent (1%) per month on the amount repaid for the period from the date of this Agreement through the date such repayment is made. The Restitution Payment with respect to an impairment of any Administrative Claim shall be the product of the amount by which the Administrative Claim is reduced, reclassified or otherwise impaired, multiplied by (i) the purchase rate of 70%, or (ii) at Purchaser's sole option, 60% if a portion or all of the Administrative Claim is reclassified and Purchaser elects to retain such portion as an Unsecured Claim. The Restitution Payment with respect to an impairment of any Unsecured Claim shall be the product of the amount by which the Unsecured Claim is otherwise reduced or impaired multiplied by the purchase rate of 10%. Seller further agrees to reimburse Purchaser for all costs, and expenses, including reasonable legal fees and costs, incurred by Purchaser as a result of such disallowance or impairment.

**Recovery Received/Delayed by Seller.** In the event Seller (i) receives any distribution of the Recovery, or any portion thereof, made payable on or after the date of Seller's execution of this Agreement; or (ii) delays or impairs Purchaser's right to Recovery for any reason (each (i) and (ii) a "Delayed Recovery Event"), then Seller agrees to (a) accept any Recovery the same as Purchaser's agent and to hold the same in trust on behalf of and for the sole benefit of Purchaser and shall promptly deliver the same forthwith to Purchaser in the same form received, or in a form reasonably requested by Purchaser, free of any withholding, set-off, claim or deduction of any kind and/or (b) settle or cure the reason for the Delayed Recovery Event (each (a) and (b) a "Settlement") within ten (10) business days of the Delayed Recovery Event (the "Settlement Date"). Seller shall pay Purchaser interest, calculated at the rate of two (2%) percent per month, of any amount or portion of Recovery that incurs a Delayed Recovery Event, for each day after the Settlement Date until such Recovery is received by Purchaser.

**Authorizations.** Seller irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all amounts as now are, or may hereafter become, due and payable on account of the Claim. Seller grants Purchaser full authority to do all things necessary to enforce the Claim and its rights thereunder. Seller agrees that the powers granted in this paragraph are discretionary in nature and that Purchaser may exercise or decline to exercise such powers at Purchaser's sole option. Purchaser shall have no obligation to prove or defend the Claim.

**Indemnification.** Seller agrees to indemnify Purchaser from all losses, damages and liabilities, including reasonable attorney's fees and expenses, which result from (a) Seller's breach of any representation, warranty or covenant set forth herein, (b) any action, proceedings, objection or investigation relating to any attempt or threatened attempt to avoid, disallow, reduce, subordinate or otherwise impair the Claim or otherwise delay payments or distributions in respect of the Claim, and/or (c) litigation arising out of or in connection with this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any action arising under or relating to this Agreement shall be brought in any State or Federal court located in the State of New Jersey, and Seller consents to and confers personal jurisdiction over Seller by such court or courts and agrees that service of process may be upon Seller by mailing a copy of said process to Seller at the address set forth in this Agreement, and in any action hereunder the Seller and Purchaser each waive the right to demand a trial by jury.

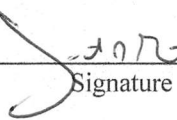
**Miscellaneous.** Seller agrees that the terms of this Agreement are confidential and may not be disclosed without Purchaser's prior written consent. Purchaser shall have the right to all remedies including specific performance and other injunctive and equitable relief without a showing of irreparable harm or injury and without posting a bond for any breach of this Agreement. Each party expressly acknowledges and agrees that it is not relying upon any representations, promises, or statements, except to the extent that the same are expressly set forth in this Agreement, and that each party has the full authority to enter into this Agreement and that the individuals whose signatures appear below hereby expressly represent that they have the authority to bind the party for which they sign this Agreement. The parties hereby mutually agree and stipulate that this Agreement is the result of negotiations between the parties and the terms hereof are jointly negotiated terms. Accordingly, any rules of interpretation, construction or resolving ambiguity against the drafter that otherwise apply, shall not apply hereto. This Agreement (i) may not be modified, waived, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties; (ii) constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and (iii) supersedes all prior agreements, understandings and representations pertaining to the subject matter hereof, whether oral or written. Seller hereby acknowledges that Purchaser may at any time resell the Claim, or any portion thereof, together with all right title and interest received by Purchaser in and to this Agreement. Seller shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Purchaser. This Agreement shall be binding upon any prospective successor of Seller (whether by operation of law, merger or otherwise) or on any purchaser of all or substantially all of Seller's assets ("Transfer"). In connection with any such Transfer, the purchaser, successor or assignee of Seller shall be bound by the terms and conditions of this Agreement. All representations and warranties made herein shall survive the execution and delivery of this Agreement and any Transfer. This Agreement may be signed in counterparts and by telecopy, or other commonly acceptable form of electronic transmission, each of which shall be deemed an original and all of which taken together shall constitute the Agreement. Failure or delay on the part of Purchaser to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

IN WITNESS WHEREOF, the undersigned Seller hereunto sets its hand this 18 day of NOVEMBER, 2019.

ATTEST:

Sign Here

By:

  
Signature

Jonathan Gentile, Controller  
Print Name/Title

716-852-4734  
Telephone #

jgentile@peerless-inc.com  
Email

**PEERLESS MILL SUPPLY COMP INC**

IN WITNESS WHEREOF, the undersigned Purchaser hereunto sets its hand this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

By:

CRG Financial LLC

Tel: (201)-266-6988 Fax: (201) 266-6985

PEERLESS MILL SUPPLY COMP INC ("Seller"), sells, transfers and assigns unto CRG Financial LLC, with an address at 100 Union Avenue, Cresskill, NJ 07626, its successors and assigns (collectively, the "Purchaser"), pursuant to the terms of a Claim Purchase Agreement between Seller and Purchaser (the "Agreement"), all of Seller's right, title and interest in, to and under Seller's Claim (as defined in the Agreement), including any and all payments of cure amounts owed with respect to the assumption of any of Seller's contracts, against Purdue Pharma L.P. or any of its co-debtor subsidiaries or affiliates (the "Debtor"), representing all claims of Seller pending against Debtor in the United States Bankruptcy Court, Southern District of New York, jointly administered as Case No. 19-23649.

Seller hereby waives its right to raise any objection and/or receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedures and stipulates that an order may be entered recognizing the Agreement as an unconditional sale and the Purchaser as the valid owner of the Claim.

IN WITNESS WHEREOF, the undersigned Seller hereunto sets its hand this 18 day of November, 2019.

ATTEST:

Sign Here

By:

Signature

Print Name/Title

**PEERLESS MILL SUPPLY COMP INC**

IN WITNESS WHEREOF, the undersigned Purchaser hereunto sets its hand this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

By: \_\_\_\_\_

CRG Financial LLC

**PLEASE INCLUDE: (i) A COPY OF EACH OUTSTANDING INVOICE, AND (ii) (IF APPLICABLE) PROOF OF DELIVERY REFLECTING PURDUE PHARMA L.P.'S RECEIPT OF PRODUCT(S) ON OR BETWEEN 08/26/2019 AND 09/14/2019**

## **PAYMENT SELECTION**

PLEASE INDICATE THE METHOD OF PAYMENT YOU ARE REQUESTING. IF YOU ARE REQUESTING TO BE FUNDED VIA WIRE, YOU MUST COMPLETE THE WIRE INSTRUCTIONS.

☐ Check

☒ Wire

### **Wire Instructions:**

Client Name: Peerless Mill Supply Co., Inc.

### **Beneficiary Bank:**

Bank Name: M & T Bank

Routing #: 022 000 046

### **Beneficiary Account:**

Account Name: Peerless Mill Supply Co., Inc.

Account #: 0000 68270

Beneficiary Contact: Jonathan Gentile, jgentile@peerless-inc.com



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<p>\$4,768.49 (partially entitled to 503(b)(9) admin. priority)</p> <p>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>goods (delivered within the 20 days prior to the filing)</p>
9. Is all or part of the claim secured?	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p><b>Nature of property:</b></p> <p><input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</p> <p><b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p><b>Value of property:</b> \$ _____</p> <p><b>Amount of the claim that is secured:</b> \$ _____</p> <p><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p> <p><b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>
10. Is this claim based on a lease?	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</p>
11. Is this claim subject to a right of setoff?	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>

<p><b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b></p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.</p>	<p><b>Amount entitled to priority</b></p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>		
<p><b>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</b></p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ <u>4,731.43</u></p>

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/02/2019 (mm/dd/yyyy)

Shannon Kall  
Signature

Name of the person who is completing and signing this claim:

Name Shannon Kall  
First name Middle name Last name

Title \_\_\_\_\_

Company CRG Financial LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 100 Union Avenue  
Number Street

Cresskill, NJ 07626  
City State ZIP Code

Contact phone 201.266.6988 Email aaxenrod@crgfinancial.com

## Margarita Oganessian

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**From:** Jonathan Gentile <jgentile@peerless-inc.com>  
**Sent:** Monday, November 25, 2019 3:44 PM  
**To:** Margarita Oganessian  
**Subject:** Re: In Re: Purdue Pharma L.P. (PEERLESS MILL SUPPLY COMP INC)  
**Attachments:** 3110036183.pdf

Please see attached for the purchase order.

The freight terms were Prepaid & Add so we added \$37.06 to our invoice.

Regards,

**Jonathan Gentile, CPA**  
**Peerless, Inc.**  
**15 Lawrence Bell Drive**  
**Buffalo, NY 14221**  
**Main: (716) 852-4784**  
**Direct: (716) 566-3558**  
**Fax: (716) 852-5458**



On Mon, Nov 25, 2019 at 1:53 PM Margarita Oganessian <[moganessian@crgfinancial.com](mailto:moganessian@crgfinancial.com)> wrote:

Good afternoon,

I am writing in regard to your claim in Purdue's bankruptcy.

Please kindly email me a copy of PO# 3110036183 and also please advise if there are any credits to offset the claim.

*Thank you!*

*Margarita Oganessian*

*CRG Financial LLC*  
*100 Union Avenue*  
*Cresskill, NJ 07626*  
*T 201.266.6988*



Peerless, Inc.  
 15 Lawrence Bell Drive  
 Buffalo, New York 14221  
 Phone: 1-800-234-3033 Fax: 1-716-852-5458  
 www.peerless-inc.com

Invoice: 299532

## INVOICE

Page: 1 of 1  
 Date: 8/28/2019

## Sold To:

Accounts Payable  
 Rhodes Technologies  
 1 Stamford Forum  
 Stamford CT 06901-3431  
 USA

## Ship To:

Bryan Proulx  
 Rhodes Technologies  
 498 Washington St  
 Coventry RI 02816  
 USA

Fax: 203-517-3550

Email: invoices@pharma.com

PO Number: 3110036183

Terms: Net 45

F.O.B.: OFPPA

Sales Rep: Greg Bayerl

Ordered: 8/5/2019

Ship Via: UPS GROUND SERV

Packing Slip: 42615

Sales Tax ID: 22-3527143

Ship Date: 8/28/2019

Legal Number: 299532

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	2-SD-IL-400-S		1.00 EA	4,731.4286/1	4,731.43
	2" AEGIS ANSI 150 # PFA LINED 316				

PO Number: 3110036183

Warehouse Code: Main

## Miscellaneous Charges

Description	Amount
10.) Freight Charges	37.06

## Payment Schedule

	Due Date	Amount
1	10/12/2019	4,768.49
	<b>Total</b>	4,768.49

Total: 4,768.49 \$

Peerless QMS certified to ISO 9001:2015

JOD

**Peerless, Inc.****15 Lawrence Bell Drive  
Buffalo, New York 14221****Phone: 1-800-234-3033****Fax: 1-716-852-5458****www.peerless-inc.com****Pack Slip: 42615****Packing Slip**

Page: 1 of 1

**Ship To:** Bryan Proulx  
Rhodes Technologies  
498 Washington St  
Coventry RI 02816  
USA

**Phone:** 401-262-9200  
**Fax:** 1-585-247-7268

**Sold To:** Rene Barchiesi  
Rhodes Technologies  
1 Stamford Forum  
Stamford CT 06901-3431  
USA

**Phone:** 401-262-9200  
**Fax:** 401-262-9201

Ship Date: 8/28/2019  
Tracking #: 1Z1220970391221588

Ship Via: UPS GROUND SERVICE F.O.B.: ORIGIN: PPA Freight

PO Line	Part Number / Description Planned Qty	Shipped Qty	Rev
<b>Sales Order: 285390</b>		<b>Your PO: 3110036183</b>	<b>Salesperson: Greg Bayerl</b>
Line 1	Rel 1		
	2-SD-IL-400-S / 2" AEGIS ANSI 150 # PFA LINED 316		
	1.00 EA	1.00 EA	

**CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 BUSINESS DAYS OF RECEIPT OF MATERIAL**Win a Peerless hat! Visit [www.peerless-inc.com/yourfeedback](http://www.peerless-inc.com/yourfeedback)

# Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1Z1220970391221588

**Weight**

24.00 LBS

**Service**

UPS Ground

**Shipped / Billed On**

08/28/2019

**Delivered On**

08/30/2019 10:23 A.M.

**Delivered To**

COVENTRY, RI, US

**Received By**

JOE

**Left At**

Dock

Thank you for giving us this opportunity to serve you. Details are only available for shipments delivered within the last 120 days. Please print for your records if you require this information after 120 days.

Sincerely,

UPS

Tracking results provided by UPS: 11/18/2019 12:57 P.M. EST

This purchase order was delivered by Ariba Network. For more information about Ariba and Ariba Network, visit <http://www.ariba.com>.



**From:**  
**Accounts Payable Dept. 6th Floor**  
1 Stamford Forum  
STAMFORD, CT 06901-3516  
United States

**To:**  
**Peerless Mill Supply Company, Inc.**  
15 Lawrence Bell Dr  
Buffalo, NY 14221  
United States  
Phone:  
Fax:  
Email: oemteam1@peerless-inc.com

## Purchase Order

(New)

3110036183

Amount: \$4,731.43 USD

Version: 1

### Payment Terms

NET 45

### Comments

Comment Type:  
Submit  
Comment Body:  
Per quote #: 201903 received on 07/25/2019.  
Comment By:  
Bryan Proulx  
Comment Date:  
2019-08-02T11:08:32-07:00

Comment Type:  
General  
Comment Body:

Comment By:  
Bryan Proulx  
Comment Date:  
2019-08-02T11:08:19-07:00

Comment Type: Terms and Conditions

Body: 1. Acceptance of the offer contained in this Purchase Order is expressly limited to the terms and conditions stated herein. Acknowledging receipt of this Order, or performing any of the work or services called for, or shipping any part of this Order, constitutes acceptance of this Order and of the terms and conditions herein. Any additional or different terms by Seller are hereby rejected and this Order shall be deemed accepted by Seller without said additional or different terms and conditions.

2. Any reference herein to Seller's offer or proposal is solely for the purpose of incorporating a description of the goods or services contained therein to the extent it does not conflict with the description on the face of this Order. If this Order is deemed an acceptance of a prior offer or proposal by Seller: such acceptance is limited to the terms contained herein; additional or different terms by the Seller shall be deemed material and are objected to and rejected; however, this Order shall not operate as a rejection of Seller's offer unless it contains variances in the description, quantity, price or delivery schedule of the goods. This purchase order may be issued pursuant to a consultant, services or other agreement between Buyer and Seller ("Agreement"). In the event of any conflict between any of the terms and conditions of this purchase order or any attached quotation and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern and control. In addition, the parties agree that any general Seller terms and conditions appended to any Seller quotation, invoice or otherwise will not be applicable and will have no binding force or effect on Buyer or any of its Associated Companies.

3. Buyer may delay delivery and/or acceptance occasioned by causes beyond its control and/or force majeure.

4. Seller warrants that prices under this Order are at least as favorable as those charged to any other customer for the same or like goods or services in equal or less quantities. If no price is specified in this Order, the goods or services shall be billed at the price last quoted to Buyer or at the prevailing market price, whichever is lower.

5. No additional charges will be allowed, including charges for taxes, transportation, storage, or packing, unless specified in this Order.

6. Buyer reserves the right at any time to change the requirements of this Order as to the specifications, methods of shipment and packaging, and place of delivery or performance. Such changes shall be in writing and signed by an authorized representative of Buyer. If a change affects Seller's cost of and/or time required for performance, an equitable adjustment in price and/or delivery date shall be made by the parties in writing, but any claim by seller for adjustment must be made within thirty (30) days after the change order date.

7. Seller agrees to defend, hold harmless and indemnify Buyer, its employees and customers from and against any and all claims, actions, liabilities, losses, costs and expenses (including attorney's fees): a) arising out of any actual or alleged infringements of any patent, trademark, copyright or other rights, misappropriation of trade secrets, or breach of confidential relationship, with respect to the goods or services covered by this Order; (b) arising out of any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered, arising out of, resulting or claimed to result, in whole or in part, from the goods or services purchased hereunder or

from any act or omission of the Seller, its agents or employees; or (c) any breach of these Terms & Conditions.

8. This order and any payments to be made hereunder may not be assigned or transferred without the prior written approval of the Buyer. All claims for monies due or to become due from the Buyer shall be subject to deduction by the Buyer of any setoff or counter-claim arising out of this or any other purchase orders with the Seller whether such set off or counterclaim arose before or after such assignment by the Seller.

9. Seller warrants that the goods delivered and services performed hereunder will conform with specifications, drawings, samples or other descriptions furnished or adopted by Buyer, and will be, suitable for the purpose intended, of merchantable quality, of good material and workmanship and free from defects. Such warranties shall run to the benefit of the Buyer, its employees and customers, and shall survive inspection, acceptance, and payment by Buyer. Seller will indemnify and hold Buyer, its employees, agents and customer harmless against all liability, damages and expenses (including attorney's fees and incidental and consequential damages) resulting from any breach of said warranties.

10. Payment for the goods or services delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are in buyer's judgment defective or nonconforming. Goods so rejected and goods supplied in excess of quantities called for herein may be returned to the Seller at Sellers expense and, in addition to Buyer's other rights, Buyer may charge the Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of its finished product, Buyer reserves the right to require replacement of the goods as well as payment of damages.

11. Delivery time is of the essence. If deliveries are not made in the quantities and at the times specified, if services are not performed at the time specified or if Seller breaches any of the provisions of this Order, Buyer, in addition to its other rights and remedies, may cancel this Order and charge Seller with any loss and additional expenses incurred as a result thereof.

12. This Purchase Order constitutes the entire agreement of sale and purchase with respect to the goods or services indicated on the front. No waiver of or change in the terms or provisions of the Order shall be valid unless specifically agreed to in writing by authorized employee of Buyer. Receipt of or acceptance of the goods ordered shall not constitute such specific agreement by Buyer. Waiver of a breach of, or non-compliance with, any provision of the Order shall not constitute waiver of any other breach or non-compliance.

13. If there is any change in the material, the services or manufacturing process from that used in previous orders, or from that used during the course of this Order, Seller shall so notify Buyer in writing and obtain Buyer's express written approval of such change. Seller assumes all liability for products made or services rendered without first obtaining such approval. Buyer's approval of such change shall not, however, relieve Seller of any liability under any other terms of this Purchase Order.

14. Buyer reserves the right, upon written notice, to terminate this Order or any part thereof for the sole convenience of the Buyer. If such termination is invoked, all reasonable costs incurred to date of termination will be reimbursed plus a reasonable profit on the work performed.

15. Seller represents that all products supplied and to be supplied to Buyer are either of US or designated country origin, as defined by 48 CFR 25.003. Seller will notify Purdue in writing at least 60 days before delivering any product of non-designated country origin. Seller further represents that all products supplied or to be supplied to Buyer shall not be acquired from any country, entity, or individual listed on the Office of Foreign Assets Control (OFAC)'s List of Specially Designated Nationals and Blocked Person at <http://www.treas.gov/offices/enforcement/t/ofac/sdn>.

16. The remedies herein specified shall be cumulative and do not exclude any additional remedies allowed in law or equity. The invalidity in whole or in part of any term of this Order shall not affect the validity of any other terms.

17. This Order and the performance of the parties hereunder shall be construed and governed in accordance with the laws of the State of the Buyer.

18. Seller warrants that all good have been produced and all services will be provided in compliance with all applicable federal, state and local laws, and all executive orders, rules and regulations and that these laws are incorporated herein by reference, including but not limited to, where applicable (i) FAR [48 C.F.R.] 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct. 2010); (ii) FAR 52-203-13, Contractor Code of Business Ethics and Conduct (Oct. 2015); (iii) FAR 52.219-8, Utilization of Small Business Concerns (Dec. 2010) (incorporating 15 U.S.C. 637(d)(2) and (3)); (iv) FAR 52.222-26, Equal Opportunity (Mar. 2007) (incorporating Executive Order 11246); (v) FAR 52.222-35, Equal Opportunity for Veterans (Sep. 2010) (incorporating 38 U.S.C. 4212); (vi) FAR 52.222-36, Affirmative Action for Workers with Disabilities (Oct. 2010) (incorporating 29 U.S.C. 793); (vii) FAR 52.222-40, Notification of Employee Rights under the National Labor Relations Act (Dec. 2010) (incorporating E.O. 13496); (viii) Combating Trafficking in Persons (Feb. 2009) (incorporating 22 U.S.C. 7104(g)). With respect to FAR 52.222-35 and FAR 52.222-36, this contractor and subcontractor shall abide by the requirements of (ix) 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Seller further represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.

#### Other Information

Company Code: 227  
Purchasing Unit Name: Rhodes Technologies

#### ATTACHMENTS

201903\_-\_Aegis\_Sample\_Valve.pdf (application/pdf)

#### SHIP ALL ITEMS TO

**Rhodes Technologies**  
498 Washington Street  
COVENTRY, RI 02816-5467  
United States  
Ship To Code: RI01  
Phone: +1 (401) 2629341  
Email: BRYAN.PROULX@RHODESTEC.COM

#### BILL TO

**Accounts Payable Dept. 6th Floor**  
1 Stamford Forum  
STAMFORD, CT 06901-3516  
United States

#### DELIVER TO

Bryan Proulx  
Rhodes Technologies

**Line Items**

Line #	Part # / Description	Customer Part #	Type	Return	Revision Level	Qty (Unit)	Unit Price	Subtotal	Customer Location
<b>1</b>	2-SD-IL-400-S		Material			1 (EA)	\$4,731.43 USD	\$4,731.43 USD	
	2-SD-IL-400-S 2" AEGIS ANSI 150 # PFA LINED 316 STAINLESS STEEL WAFER STYLE CLOSED LOOP SAMPLE VALVE WITH SPRING TO CLOSE SAFETY HAND-LEVER. WITHOUT BOTTLE ADAPTER								
	<b>Other Information</b>								
	Req. Line No.:	1							
	Requester:	Bryan Proulx							
	PR No.:	PR53164							
	Classification Domain:	custom							
	Classification Code:	A110508							

Order submitted on: Monday 5 Aug 2019 10:07 AM GMT-04:00

Received by Ariba Network on: Monday 5 Aug 2019 10:07 AM GMT-04:00

This Purchase Order was sent by Purdue Pharma AN01016162910 and delivered by Ariba Network.

Sub-total: \$ 4,731.43 USD

Rhodes Technologies

Case Number: 19-23668 (RDD)

## Schedule E/F: Creditors Who Have Unsecured Claims

### Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
<b>Unpaid Prepetition Trade Payables</b>							
3.60 NATIONAL GRID PO BOX 11739 NEWARK, NJ 07101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$7,491
3.61 NATIONAL GRID PO BOX 11739 NEWARK, NJ 07101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$88
3.62 NEPONSET CONTROLS INC 71 ELM STREET FOXBOROUGH, MA 02035-2519	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$2,667
3.63 NEW ENGLAND PEST CONTROL CO 161 OCONNELL ST PROVIDENCE, RI 02905-4812	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$764
3.64 NEW HARBOR LLC 1 DAVOL SQ STE 300 PROVIDENCE, RI 02903-4755	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$500
3.65 OCCUHEALTH INC 44 WOOD AVE MANSFIELD, MA 02048-1255	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$3,497
3.66 PC CONNECTION INC PO BOX 536472 PITTSBURGH, PA 15253-5906	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$460
3.67 PEERLESS MILL SUPPLY COMP INC 15 LAWRENCE BELL DR BUFFALO, NY 14221	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$4,768
3.68 PFAUDLER INC 1000 WEST AVE ROCHESTER, NY 14692	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$751
3.69 PITNEY BOWES GLOBAL FINANCIAL SVCS PO BOX 371887 PITTSBURGH, PA 15250-7887	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$50
3.70 PROSYS SAMPLING SYSTEMS LTD IDA BUSINESS PARK COUNTY CORK, CK T45 AP82 IRELAND	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$3,120
3.71 PRYOR CASHMAN LLP 7 TIMES SQUARE NEW YORK, NY 10036	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	\$54

## Summary

Order Reference: moganessian@crgfinancial.com | Report as of: 11-25-2019 11:53 AM | using Currency as USD

### PEERLESS MILL SUPPLY COMPANY, INC.

Tradestyle(s): PEERLESS

ACTIVE

SINGLE LOCATION

**Address:** 15 Lawrence Bell Dr, Buffalo, NY, 14221,  
UNITED STATES

**Phone:** (716) 852-4784

**D-U-N-S:** 00-213-0367

**In Portfolio:** No

#### Failure Score

26

35 (in the last month)

#### Delinquency Score

69

(No change since last month)

#### Age of Business

105 years

1914 Year Started

#### Employees

27

#### Company Profile

##### D-U-N-S

00-213-0367

##### Legal Form

Corporation (US)

##### History Record

Clear

##### Date Incorporated

01-11-1914

##### State of Incorporation

New York

##### Ownership

Not publicly traded

##### Mailing Address

United States

##### Telephone

(716) 852-4784

##### Website

[www.peerless-inc.com](http://www.peerless-inc.com)

##### Present Control Succeeded

1977

##### Employees

27

##### Age (Year Started)

105 years (1914)

##### Named Principal

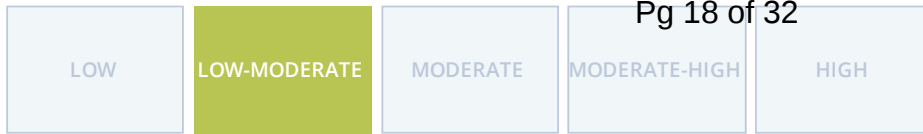
David Mckendry, PRES

##### Line of Business

Whol industrial supplies

#### Risk Assessment

#### Overall Business Risk



### Maximum Credit Recommendation

**US\$ 52,500**

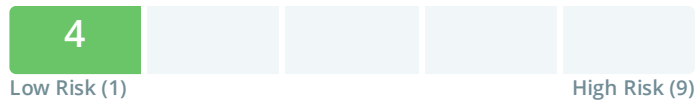
### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

### D&B Viability Rating

#### Portfolio Comparison Score



Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **4.00 %**

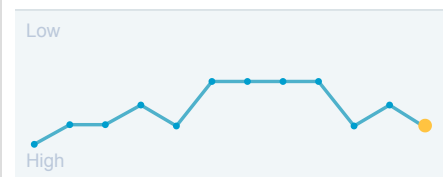
### Failure Score Formerly Financial Stress Score



Company's risk level is: **MODERATE**

Probability of failure over the next 12 months: **0.59 %**

#### Past 12 Months



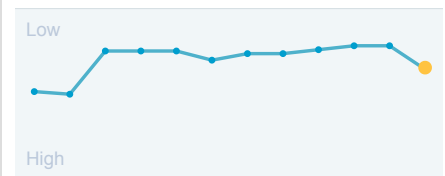
### Delinquency Score Formerly Commercial Credit Score



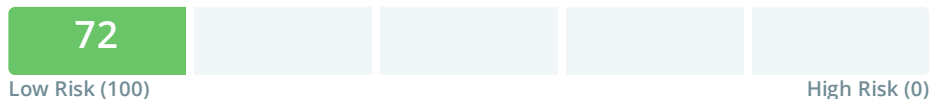
Company's risk level is: **MODERATE**

Probability of delinquency over the next 12 months: **3.80 %**

#### Past 12 Months

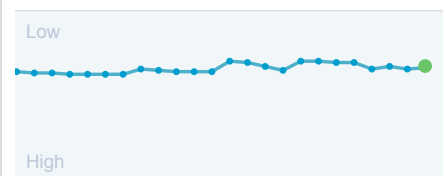


### PAYDEX ®



Days Beyond Terms : **12**

#### Past 24 Months



### D&B Rating

Current Rating as of 11-14-2016

Previous Rating

## Employee Size

**1R** : 10 employees and over

## Risk Indicator

**2** : Low Risk

## Employee Size

**1R** : 10 employees and over

## Risk Indicator

**3** : Moderate Risk

## Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	5	08-07-2018

## Trade Payments

## Highest Past Due

**US\$ 2,500**

Highest Now Owing

**US\$ 35,000**

Total Trade Experiences

**47**

Largest High Credit

**US\$ 35,000**

Average High Credit

**US\$ 3,987**

## Ownership

This company is a **Single Location**

## Financial Overview

This company does not have a Financial Summary.

## Country/Regional Insight

## United States



## Risk Category

**LOW**

Low Risk

MODERATE

HIGH

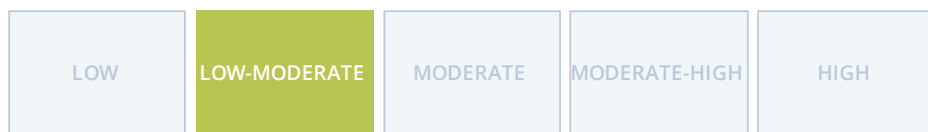
High Risk

US consumers continue to account for the bulk of GDP growth.

## Risk Assessment

## D&amp;B Risk Assessment

## Overall Business Risk



## Maximum Credit Recommendation

US\$ 52,500

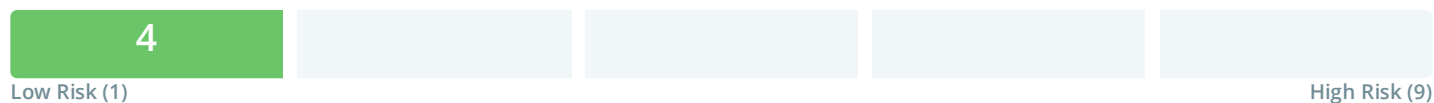
## Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

## D&B Viability Rating

### Portfolio Comparison Score



### Rating Confidence Level



### Data Depth

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Level of Risk  
**Low**

Probability of becoming no longer viable  
**4.00%**

Percentage of businesses ranked with this score  
**11.00%**

Average probability of becoming no longer viable  
**5.00%**

## Failure Score Formerly Financial Stress Score



- Low proportion of satisfactory payment experiences to total payment experiences
- High number of enquiries to D&B over last 12 months

- Low Paydex Score

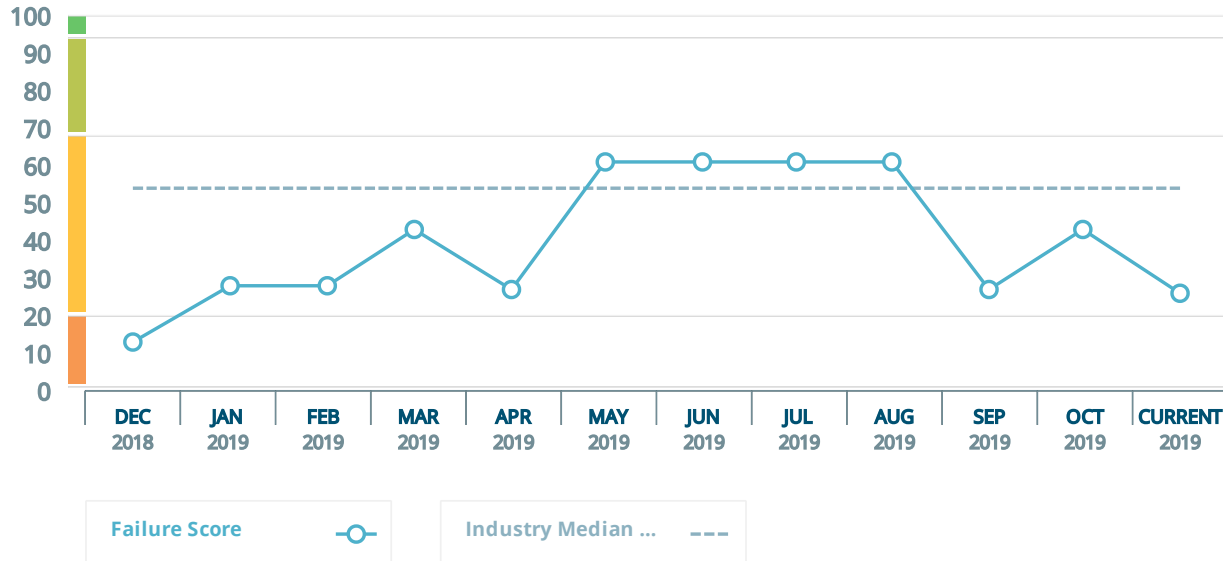
Level of Risk  
**Moderate**

Raw Score  
**1428**

Probability of Failure  
**0.59%**

Average Probability of Failure for  
Businesses in D&B Database  
**0.48%**

#### Business and Industry Trends



#### Delinquency Score Formerly Commercial Credit Score



- Increase in proportion of delinquent payments in recent payment experiences
- Recent high balance past due
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry

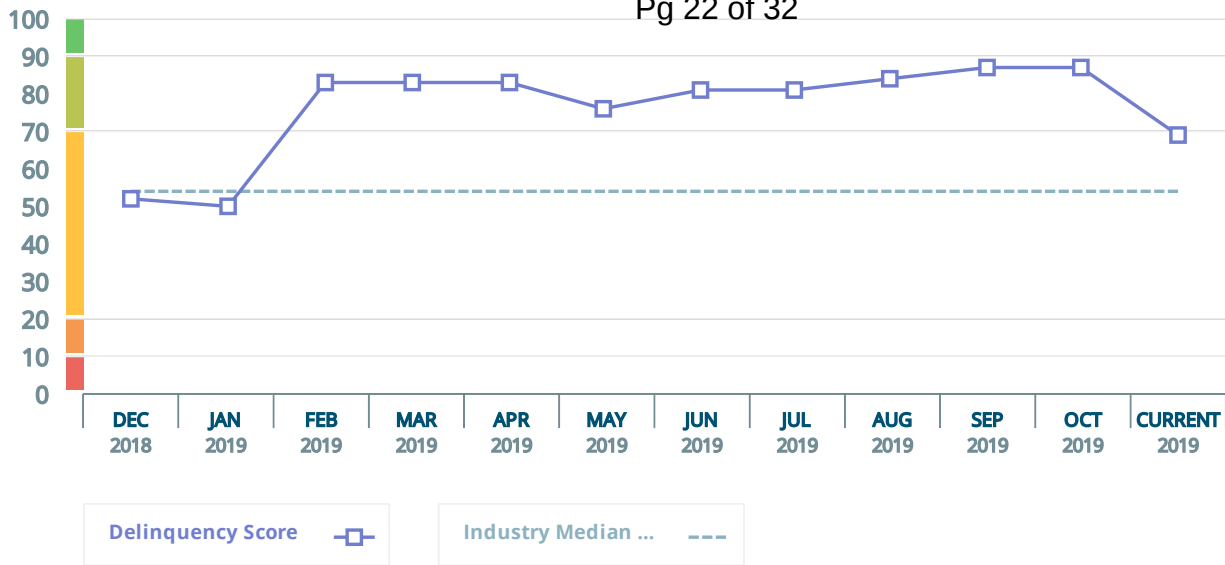
Level of Risk  
**Moderate**

Raw Score  
**526**

Probability of Delinquency  
**3.80%**

Compared to Businesses in D&B  
Database  
**10.20%**

#### Business and Industry Trends



## PAYDEX ®

Based on 24 months of data

72

Low Risk (100)

High Risk (0)

Risk of Slow Pay

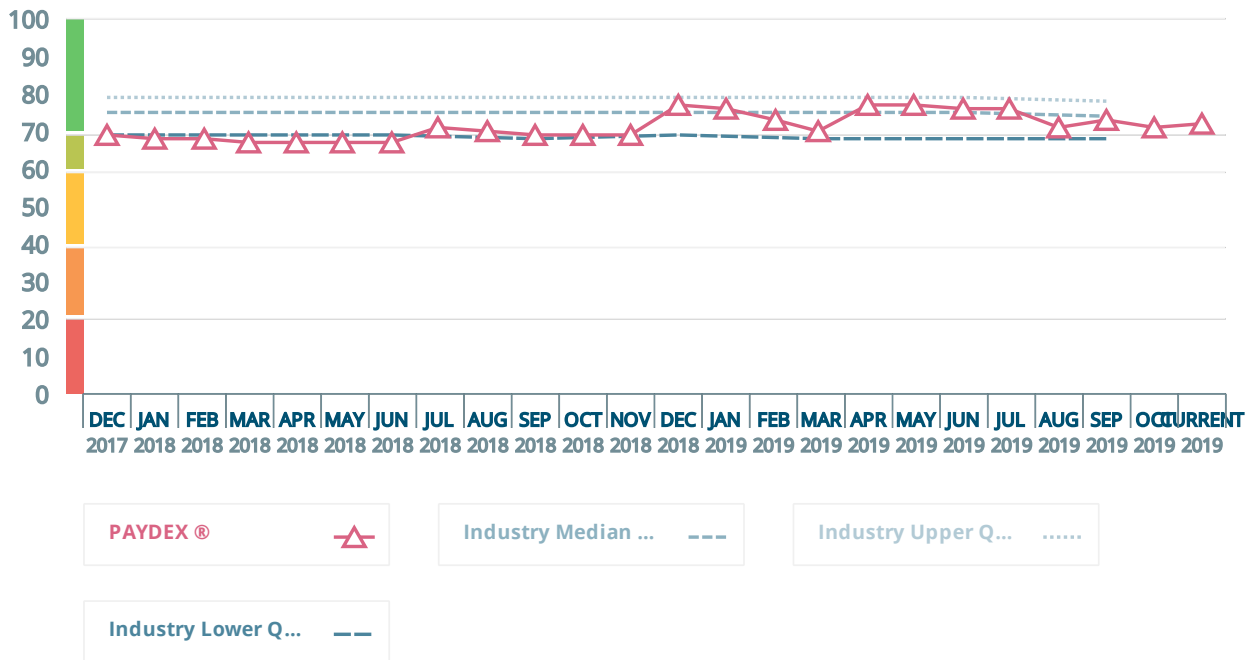
Low

Payment Behavior

12 Days Beyond Terms

## Business and Industry Trends

5085 - Whol industrial supplies



## D&B Rating

Current Rating as of 11-14-2016

Previous Rating

Employee Size

Risk Indicator

Employee Size

Risk Indicator

**1R** : 10 employees and  
over**2** : Low Risk**1R** : 10 employees and  
over**3** : Moderate Risk

## Trade Payments

### Trade Payments Summary (Based on 24 months of data)

Overall Payment Behavior

**12**

Days Beyond Terms

% of Trade Within Terms

**85%**

Highest Past Due

**US\$ 2,500****Highest Now Owing:**

US\$ 35,000

**Total Trade Experiences:**

47

Largest High Credit:

US\$ 35,000

Average High Credit:

US\$ 3,987

**Total Unfavorable Comments:**

0

Largest High Credit:

US\$ 0

**Total Placed in Collections:**

0

Largest High Credit:

US\$ 0

### Trade Payments By Credit Extended (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	0	US\$ 0	0
50,000 - 99,999	0	US\$ 0	0
15,000 - 49,999	3	US\$ 90,000	81
5,000 - 14,999	5	US\$ 42,500	53
1,000 - 4,999	20	US\$ 33,500	86
Less than 1,000	15	US\$ 5,450	95

### Trade Payments By Industry (Based on 24 months of data)

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼ 17 - Construction - Special Trade Contractors	1	2,500					
1731 - Electrical contractor	1	2,500	100	0	0	0	0
▼ 30 - Rubber and Miscellaneous Plastics Products	2	1,000					

Industry Category	Number of Payment Experience s	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
3052 - Mfg hose & belting	2	1,000	75	25	0	0	0
▼ 32 - Stone, Clay, Glass, and Concrete Products	1	25,000					
3299 - Mfg nonmetal minerals	1	25,000	100	0	0	0	0
▼ 33 - Primary Metal Industries	1	250					
3365 - Aluminum foundry	1	250	100	0	0	0	0
▼ 34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	1,000					
3494 - Mfg valve/pipe fittng	1	1,000	100	0	0	0	0
▼ 35 - Industrial and Commercial Machinery and Computer Equipment	2	1,000					
3585 - Mfg refrig/heat equip	1	1,000	100	0	0	0	0
3593 - Mfg cylinder/actuator	1	100	100	0	0	0	0
▼ 38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	1	35,000					
3824 - Mfg fluid meters	1	35,000	50	50	0	0	0
▼ 42 - Motor Freight Transportation and Warehousing	2	1,000					
4213 - Trucking non-local	2	1,000	100	0	0	0	0
▼ 47 - Transportation Services	1	1,000					
4731 - Arrange cargo transpt	1	1,000	100	0	0	0	0
▼ 48 - Communications	2	750					
4813 - Telephone communictns	2	750	100	0	0	0	0
▼ 50 - Wholesale Trade - Durable Goods	17	30,000					
5013 - Whol auto parts	1	50	50	50	0	0	0
5051 - Whol metal	3	2,500	100	0	0	0	0
5063 - Whol electrical equip	2	750	100	0	0	0	0
5074 - Whol plumb/hydraulics	1	10,000	50	50	0	0	0
5084 - Whol industrial equip	5	30,000	80	20	0	0	0
5085 - Whol industrial suppl	5	10,000	53	40	0	0	7
▼ 51 - Wholesale Trade - Nondurable Goods	2	10,000					
5113 - Whol service paper	1	10,000	100	0	0	0	0
5169 - Whol chemicals	1	2,500	100	0	0	0	0
▼ 57 - Home Furniture Furnishings and Equipment Stores	1	250					
5712 - Ret furniture	1	250	100	0	0	0	0
▼ 60 - Depository Institutions	1	500					
6021 - Natnl commercial bank	1	500	100	0	0	0	0
▼ 67 - Holding and Other Investment Offices	1	1,000					

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
6719 - Holding company	1	1,000	100	0	0	0	0
▼ 87 - Engineering Accounting Research Management and Related Services	1	750					
8748 - Business consulting	1	750	100	0	0	0	0
▼ 99 - Nonclassifiable Establishments	6	2,500					
9999 - Nonclassified	6	2,500	78	22	0	0	0

## Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
11/19	Pays Promptly	-	2,500	500	0	1
10/19	Pays Prompt to Slow 30+	-	10,000	7,500	1,000	1
10/19	Pays Promptly	-	25,000	10,000	0	1
10/19	Pays Promptly	-	10,000	10,000	0	1
10/19	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
10/19	Pays Promptly	-	2,500	0	0	1
10/19	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
10/19	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
10/19	Pays Promptly	-	2,500	750	750	1
10/19	Pays Promptly	-	1,000	500	0	1
10/19	Pays Promptly	-	1,000	0	0	1
10/19	Pays Promptly	-	1,000	750	0	1
10/19	Pays Promptly	-	1,000	750	0	1
10/19	Pays Promptly	N30	1,000	1,000	0	1
10/19	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
10/19	Pays Promptly	-	750	250	0	1
10/19	Pays Promptly	-	750	0	0	1
10/19	Pays Promptly	-	500	100	0	1
10/19	Pays Promptly	N30	250	250	0	1
10/19	Pays Promptly	-	250	250	0	1
10/19	Pays Promptly	-	100	0	0	Between 6 and 12 Months
10/19	Pays Prompt to Slow 30+	-	35,000	35,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/19	Pays Prompt to Slow 30+	-	10,000	10,000	2,500	1
10/19	Pays Promptly	-	30,000	15,000	500	1
10/19	Pays Prompt to Slow 30+	-	5,000	250	0	1
10/19	Pays Prompt to Slow 30+	-	2,500	2,500	750	1
10/19	Pays Prompt to Slow 30+	-	50	0	0	Between 2 and 3 Months
10/19	Pays Prompt to Slow 90+	-	2,500	1,000	250	1
10/19	Pays Slow 30+	-	7,500	0	0	Between 2 and 3 Months
10/19	Pays Slow 30+	-	1,000	1,000	1,000	1
10/19	Pays Slow 30+	N30	250	0	0	Between 6 and 12 Months
10/19	-	-	2,500	1,000	1,000	-
10/19	-	-	1,000	1,000	0	1
09/19	Pays Prompt to Slow 30+	N30	1,000	250	250	Between 6 and 12 Months
08/19	Pays Promptly	N30	250	50	0	1
07/19	Pays Promptly	-	50	50	0	1
06/19	-	-	2,500	0	0	1
05/19	Pays Promptly	1 10 N30	1,000	0	0	Between 2 and 3 Months
05/19	Pays Promptly	-	750	0	0	Between 6 and 12 Months
03/19	Pays Promptly	-	500	0	0	Between 6 and 12 Months
01/19	Pays Prompt to Slow 30+	-	1,000	1,000	1,000	1
09/18	-	Cash account	50	0	0	Between 6 and 12 Months
07/18	Pays Promptly	-	250	0	0	Between 6 and 12 Months
06/18	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
04/18	Pays Promptly	-	250	0	0	Between 6 and 12 Months
01/18	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
10/17	Pays Promptly	-	500	0	0	Between 6 and 12 Months

## Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

<b>Judgements</b>	<b>Liens</b>	<b>Suits</b>	<b>UCC Filings</b>
<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 08-07-2018

## Events

### UCC Filing - Continuation

Filing Date	08-07-2018
Filing Number	1808075973055
Received Date	09-05-2018
Original Filing Date	02-03-2009
Original Filing Number	0902035113016
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Debtors	PEERLESS MILL SUPPLY COMPANY, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

### UCC Filing - Original

Filing Date	05-01-2017
Filing Number	1705015511069
Received Date	05-20-2017
Collateral	All Assets
Secured Party	M&T BANK, BUFFALO, NY
Debtors	PEERLESS HI-TEMP FABRICATION, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

### UCC Filing - Original

Filing Date	04-24-2017
Filing Number	1704240194713
Received Date	05-12-2017
Collateral	Accounts receivable - Inventory - Account(s) - Assets - and OTHERS
Secured Party	HI-TEMP FABRICATION, INC., BUFFALO, NY
Debtors	PEERLESS HI-TEMP FABRICATION, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

### UCC Filing - Continuation

Filing Date	08-09-2013
Filing Number	1308090456755
Received Date	08-30-2013

Original Filing Date	02-03-2009
Original Filing Number	0902035113016
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY
Debtors	PEERLESS MILL SUPPLY COMPANY, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

**UCC Filing** - Original

Filing Date	02-03-2009
Filing Number	0902035113016
Received Date	02-14-2009
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Debtors	PEERLESS MILL SUPPLY COMPANY, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

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There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

## Special Events

05-11-2017

Business address has changed from 79 Perry St, Buffalo, NY, 14203 to 15 Lawrence Bell Dr, Buffalo, NY, 14221.

11-14-2016

A Rating change has occurred on this company.

## Company Profile

### Company Overview

**D-U-N-S**

00-213-0367

**Legal Form**

Corporation (US)

**History Record**

Clear

**Date Incorporated**

01-11-1914

**Mailing Address**

United States

**Telephone**

(716) 852-4784

**Website**[www.peerless-inc.com](http://www.peerless-inc.com)**Present Control Succeeded**

1977

**Employees**

27

**Age (Year Started)**

105 years (1914)

**Named Principal**

David Mckendry, PRES

**Line of Business**

Whol industrial supplies

**State of Incorporation**

New York

**Ownership**

Not publicly traded

**Business Registration**

Corporate and business registrations reported by the secretary of state or other official source as of: 11-15-2019  
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	PEERLESS MILL SUPPLY COMPANY, INC.
Corporation Type	Corporation (US)
Business Commenced On	1914
State of Incorporation	NEW YORK
Date Incorporated	01-12-1914
Registration ID	10798
Registration Status	ACTIVE
Filing Date	01-12-1914
Where Filed	SECRETARY OF STATE/CORPORATION DIVISION

**Registered Principal**

Name	DAVID B MCKENDRY
Title	Chairman of the Board
Address	15 LAWRENCE BELL DRIVE, BUFFALO, NY, 142210000

**Principals**

**Officers**

DAVID MCKENDRY, PRES  
JOHNATHON PORTER, ACCT

**Directors**

DIRECTOR(S): THE OFFICER(S)

**Company Events**

**The following information was reported on: 03-02-2018**

The New York Secretary of State's business registrations file showed that Peerless Mill Supply Company, Inc. was registered as a Corporation on January 12, 1914, under the file registration number 10798.

Business started 1914. Present control succeeded 1977. 100% of capital stock is owned by the McKendry family.

Business address has changed from 79 Perry St, Buffalo, NY, 14203 to 15 Lawrence Bell Dr, Buffalo, NY, 14221.

## Business Activities And Employees

The following information was reported on: 03-02-2018

### Business Information

Trade Names	PEERLESS
Description	Wholesales industrial supplies, specializing in valves or fittings, belting or packing hose and packing. Manufactures fluid power valves and hose fittings, specializing in hydraulic or pneumatic fluid power control valves.  Has 1900 account(s). Terms are Net 30 days. Sells to manufacturers, general public, non profit organizations, retail, commercial concerns and the government. Territory : Local.
Employees	27 which includes officer(s).
Financing Status	Unsecured
Seasonality	Nonseasonal.
Tenure	Owns
Facilities	Owns 51,000 sq. ft. in a five story brick building.
Location	Industrial section on side street.

### SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
5085	Whol industrial supplies	-
50850303	Valves and fittings	-
50850200	Hose, belting, and packing	-
50850202	Packing, industrial	-
34929901	Control valves, fluid power: hydraulic and pneumatic	-

NAICS Codes	NAICS Description
423830	Industrial Machinery and Equipment Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
332912	Fluid Power Valve and Hose Fitting Manufacturing

## Government Activity

## Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

## Possible candidate for socio-economic program consideration

Labor Surplus Area	Yes (2019)
Small Business	Yes (2019)

Source: D&amp;B | Currency: All figures shown in USD unless otherwise stated

## Financials

## Key Business Ratios

Statement date                      Based on Number of Establishments  
12-31-2011                              12

	Ratio for the business	Industry Median	Industry Quartile
<b>Profitability</b>			
Return On Assets	7.6	7.6	2
Return on Net Worth	13.6	12.1	2
Return on Sales	2.7	3.7	3
<b>Short Term Solvency</b>			
Current Liabilities to Inventory	354.8	75.8	1
Current Liabilities Over Net Worth	78.4	24.8	1
Current Ratio	2.2	3.6	3
Quick Ratio	1.9	2.1	3
<b>Efficiency</b>			
Accounts Payable to Sales	8.2	5.1	1
Assets Over Sales	35.4	35.4	1
Collection Period	88.1	42.0	1
Sales to Inventory	23.0	9.1	1
Sales Over Net Working Capital	5.3	4.4	2
<b>Utilization</b>			
Total Liabilities Over Net Worth	79.8	25.9	1

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